



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HEADQUARTERS, UNITED STATES ARMY CADET COMMAND
FORT MONROE, VIRGINIA 23651-5000

ATCC-OP-I-I

APR 08 2005


MEMORANDUM FOR Region, Brigade, and Battalion Commanders, U.S.
Army Cadet Command

SUBJECT: Expansion of the Selected Reserve-Montgomery GI Bill
(SR-MGIB) Simultaneous Membership Program (SMP) Kicker

1. Reference memorandum, HQDA, DCS G-1, 1 Mar 05, subject:
Montgomery GI Bill-Selected Reserve (MGIB-SR) Education
Assistance Allowance (Enclosure).
2. Effective 1 March 2005, reference announced the expansion of
benefits under the MGIB-SR Kicker program to include Military
Science & Leadership (MSL) II SMP cadets who have contracted
into the U.S. Army ROTC program.
 - a. Cadets must be otherwise qualified for the MGIB-SR.
 - b. Current application procedures remain unchanged. The
Reserve Component Troop Program Unit maintains responsibility
for the application procedures and will process all eligible
applications.
3. Point of contact is CPT Trotter at (757) 788-2782, DSN
680-2782, or e-mail stephen.trotter@usacc.army.mil

FOR THE COMMANDER:

Encl


RADAMES CORNIER, JR.
Colonel, GS
Chief of Staff



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
OFFICE OF THE DEPUTY CHIEF OF STAFF G-1
300 ARMY PENTAGON
WASHINGTON DC 20310-0300

DAPE-MPA-CB (135)

1 MAR 2005

MEMORANDUM FOR

CHIEF, NATIONAL GUARD BUREAU, ATTN: NGB-ARM, 111 SOUTH
GEORGE MASON DRIVE, ARLINGTON, VA 22204-1382

CHIEF, ARMY RESERVE, ATTN: DAAR-PAE, 2400 ARMY PENTAGON
WASHINGTON, DC 20310-2400

SUBJECT: Montgomery GI Bill-Selected Reserve (MGIB-SR) Education Assistance
Allowance

1. The purpose of this memorandum is to provide continued guidance to the Army Reserve Components (RC) for the management and administration of the MGIB-SR Education Assistance Allowance referred to as the MGIB-SR Kicker.
2. The purpose of the MGIB-SR Kicker is to facilitate the recruitment and retention of RC members in hard to fill critical skills and/or critical units. The attached MGIB-SR Kicker Addendum will be used until AR 135-7 has been integrated into AR 621-202 (Army Educational Incentives and Entitlements). AR 135-7 and all related directives issued by this office will remain in effect until AR 621-202 is published. A revised DA form 5435-1-R that permits MSII cadet participation, officer participation and reenlistment in the MGIB kicker program is attached and is effective immediately.
3. Annually, The Assistant Secretary of the Army (M&RA) is provided a list of skills and units deemed to be critical from the RC. The list will be provided on an annual basis at the beginning of each new Fiscal Year and may require periodic updating based on requirement changes. For fiscal year 2005, the U.S. Army Reserve and the Army National Guard have both elected to offer the MGIB-SR Kicker as an incentive. Future MGIB-SR Kicker participation is at the discretion of the respective reserve component.
4. HQDA POC for this action is Mr. Pionk, DSN 225-7472 or (703) 695-7472.

FOR THE DEPUTY CHIEF OF STAFF FOR PERSONNEL:

Encl


NORVEL DILLARD
Colonel, GS
Chief, Enlisted Accessions
Division

**STATEMENT OF UNDERSTANDING -THE SELECTED RESERVE MONTGOMERY GI BILL
KICKER PROGRAM (10 USC 16131)**

For use of this form, see AR 135-7; the proponent agency is HQDA DCS G-1

DATA REQUIRED BY THE PRIVACY ACT OF 1974

AUTHORITY: Title 10, USC, chapter 1606 and 10 USC 552a
PRINCIPAL PURPOSE: To explain obligation and eligibility requirements for entitlement under the Selected Reserve Montgomery GI Bill (10 USC 16131) and to ensure that your understanding of these conditions is a matter of record.
ROUTINE USES: Information on eligibility and entitlement under the MGIB-SR Kicker.
DISCLOSURE: Disclosure of your SSN is voluntary.

SECTION I - APPLICABILITY

This statement of Understanding will be completed by all eligible persons enlisting in the Sel Res of the Army (ARNG OR USAR) for the incentive under the MGIB-SR Kicker Program.

SECTION II - INSTRUCTIONS

The service representative is responsible for reading and explaining the MGIB-SR Kicker requirements outlined on this form. Following the reading, explanation, and affixing of proper signatures, a copy of this form will be stapled to each copy of the DD Form 1966, for ARNG and USAR personnel.

SECTION III - ACKNOWLEDGMENT

In connection with my enlistment/reenlistment in the _____, for entitlement to the MGIB-SR Kicker,
(ARNG or USAR)

I hereby acknowledge that I meet the following eligibility criteria (The applicant will initial the applicable paragraphs):

ENLISTED SOLDIERS:

1. _____ I am enlisting/reenlisting in the ARNG/USAR with assignment to a unit of the Sel Res for a minimum of 6 years.
Incentive entitlement is based on—

_____ a. Assignment to a high-priority unit authorized by HQDA for the MGIB-SR Kicker.

(Enter complete unit identification and UIC)

_____ b. Assignment to a unit (*not high-priority*) authorized by HQDA for the MGIB-SR Kicker in an MOS that is authorized by HQDA for the MGIB-SR Kicker.

(Enter MOS and complete unit identification and UIC)

2. _____ I am a secondary school diploma graduate, or I am currently attending high school and expect to graduate before I enter the second phase of initial active duty for training (IADT) under the split-training option.

3. a. _____ I have scored 31 or higher on the Armed Forces Qualification Test (AFQT).

b. _____ I have scored 50 or higher on the AFQT for membership in the ARNGUS.

4. _____ I have completed IADT or I will complete the second phase of IADT prior to becoming eligible for the MGIB-SR Kicker incentive.

5. _____ I meet the eligibility requirements to receive basic MGIB or MGIB-SR benefits or I will be eligible upon completion of IADT.

COMMISSIONED OFFICERS/CANDIDATES

6. _____ I am a lieutenant eligible for MGIB or MGIB-SR basic benefits and do not have a baccalaureate degree. I have signed a DA Form 5447-R (Officer Service Agreement) to serve in the _____ (USAR/ARNGUS) for 6 years.

7. _____ I am a lieutenant and will become eligible for MGIB or MGIB-SR basic benefits after I complete the Officer Basic Course. I will become eligible for the MGIB-SR Kicker incentives at the same time. I have signed a DA Form 5447-R (Officer Service Agreement) to serve in the _____ (USAR/ARNGUS) for 6 years.

8. _____ I am eligible for the MGIB or MGIB-SR basic benefits and completed the Federal Officer Candidate School (OCS) Program on or after 1 October 1999. I have signed a DA Form 5447-R (Officer Service Agreement) to serve in the _____ (USAR/ARNGUS) for 6 years.

NAME

SSN

SECTION III- ACKNOWLEDGEMENTS- (continued)

9. _____ I am eligible for the MGIB or MGIB-SR basic benefits and qualify to participate in a State OCS Program currently in Phase II or III (completed the first Annual Training Period) and have agreed to reenlist/extend my current enlistment to serve not less than 6 years in the _____ (USAR/ARNGUS).

10. _____ I am eligible for the MGIB or MGIB-SR basic benefits and contracted as an ROTC Simultaneous Membership Program (SMP cadet as an MS II, III or IV and have agreed to reenlist/extend my current enlistment to serve not less than 6 years in the _____ (USAR/ARNGUS).

WARRANT OFFICERS:

11. _____ I am eligible for the MGIB or MGIB-SR basic benefits and completed the Warrant Officer Basic Course on or after 1 October 1999. I have signed a DA Form 5447-R (Officer Service Agreement) to serve in the _____ (USAR/ARNGUS) for 6 years.

SECTION IV - OBLIGATION (Continued)

1. _____ I am enlisting to serve 6 years in a SELRES unit in an authorized HQDA unit or MOS, unless excused for the Convenience of the Government to include normal career progression.

2. _____ I have signed an Officer Service Agreement (DA Form 5447-R) to serve in the _____ USAR/ARNGUS for 6 years.

3. _____ I agree to serve satisfactorily in the SELRES for which contracted.

SECTION V - ENTITLEMENT

1. _____ Initial agreement pertains to both enlisted and officer agreements. I am entitled to the MGIB-SR Kicker Program in the amount of \$ _____ per month (for full time enrollment), for 36 academic months. This amount will be adjusted by the DVA for less than full-time pursuit of qualifying educational programs. As a lieutenant, I do not have a baccalaureate degree.

2. _____ As an enlisted Soldier, I further understand that I cannot receive any portion of the MGIB-SR Kicker until I have received my secondary school diploma, completed initial active duty for training, and have been awarded my DMOS.

3. _____ I understand the procedures for payment of the MGIB-SR Kicker will be initiated by myself through the unit Commander or direct representative.

4. _____ As an officer currently not entitled to MGIB-SR basic benefits. I understand that upon completion of the Officer Basic Course and gaining eligibility for the MGIB-SR basic benefits, I will also be eligible for the Kicker incentive in the amount of \$ _____ per month.

5. _____ As a prior enlisted Soldier I was receiving the Kicker in the amount of \$ _____ per month. Since my commission as an officer/warrant officer, completing Phase I in the State OCS Program or enrolling as an ROTC SMP (MS II, III or IV) cadet, I am eligible for the increased Kicker in the amount of \$ _____ per month.

6. _____ If I voluntarily or involuntarily transfer within or between units of the ARNGUS or USAR, including the IRR, due to unit transition, per AR 135-7 or other applicable regulation, or upon completion of my 6 year Kicker obligation, I will continue to receive the Kicker incentive until my basic MGIB or MGIB-SR benefits are exhausted.

7. _____ I understand all incentive payments are subject to Federal and State income tax withholdings.

SECTION VI - SUSPENSION

I understand that under certain conditions I can be suspended on a one-time basis for a specified period from the incentive program rather than being terminated. Suspensions are limited to the following conditions:

1. _____ Temporary overseas residence, missionary obligation, or overseas employment obligation for 3 years or less. Also transfer to the Inactive National Guard or Individual Ready Reserve for personal reasons for up to 1 year. Reinstatement to a partial or full resumption of incentive eligibility, when authorized, requires extending my term of service equal to a period that, in combination with time already served will equal 6 years.

2. _____ I must remain DMOSQ unless changed through unit transition, reclassification of a position to non-critical, transfers to another position at the convenience of the government or promotion within the specialty or skill career progression path that provided MGIB-SR Kicker eligibility. If I voluntarily request reassignment to a new position for any other reason, my MGIB-SR Kicker benefits will be suspended. When non-DMOSQ occurs due to reasons above, I must become DMOSQ within 24 months to continue receipt of Kicker incentives. The only exceptions are those service members enrolling for officer or warrant officer candidacy programs.

4. _____ If I enter a period of service where favorable personnel actions on my behalf are suspended, entitlement to subsequent MGIB-SR Kicker payments will also be suspended. If otherwise eligible, I will be entitled to receive MGIB-SR Kicker payments (section V) when the suspension has been favorably lifted. Reinstatement to a partial or full resumption of incentive eligibility requires that I extend my term of service for the period of unfavorable personnel actions in combination with service already served to equal six years. This excludes suspension of favorable personnel actions for Army Physical Fitness Test (APFT) failure or failure to meet body fat standards. Repeat APFT failure or failure to meet body fat standard within a one year period will result in suspension of Kicker benefits. Two consecutive APFT or body fat standard failures will result in termination of Kicker incentives.

NAME

SSN

SECTION VI – SUSPENSION *(continued)*

5. _____ MGIB-SR Kicker benefits suspended after the 6-year obligation is served will be restored upon reaffiliation in the SELRES in any position or unit of any component as long as I am entitled to MGIB-SR basic benefits.
6. _____ If I fail to participate satisfactorily, my Kicker incentives will be suspended until I have been declared an unsatisfactory participant.
7. _____ If I transfer to the USAR Control Group (ROTC) for the purpose of accepting an active duty scholarship as provided under Title 10, US Code, Section 2107, my Kicker incentives will be suspended.
8. _____ As an OCS or SMP cadet, if I fail to complete the program or fail to accept the oath of office, my Kicker incentives will be suspended. If I was previously eligible to a lower Kicker amount as an enlisted Soldier, I will regain eligibility to the lower Kicker amount upon returning to the enlisted position for the position for which I initially contracted.

SECTION VII - TERMINATION

The MGIB-SR Kicker incentive will be terminated should any of the following conditions occur before the fulfillment of my enlistment agreement and obligation:

1. If I become an unsatisfactory participant per AR 135-91, the termination of the incentive will be effective on the date of my suspension (termination will result in recoupment action).
2. If I fail to return within the authorized period of nonavailability, my Kicker incentives will terminate with recoupment action.
3. If I fail to extend my SELRES contracted term of service to compensate for a period of authorized nonavailability, my Kicker benefits will terminate with recoupment action.
4. If I complete less than 6 years in a SELRES unit under the terms of the initial contract; recoupment action will be initiated.
5. My MGIB-SR Kicker benefits will terminate without recoupment when discharged, transferred, or reassigned from the SELRES as a result of the following reasons:
 - a. Enters the second phase of alternate (split) training without proof of qualification as a secondary school diploma graduate.
 - b. If I fail to meet qualifications for membership in the Sel Res under law or regulations, to include medical fitness standards.
 - c. If I become a military technician and qualify for an unreduced annuity under the Civil Service Retirement and Disability System or the Federal Employees Retirement System.
 - d. If I become eligible for separation pay.
 - e. If I refuse to accept another position in the SELRES _____ (USAR/ARNGUS) that was offered and within a reasonable commuting distance of the Soldier's residence, or if the position is outside a reasonable commuting distance, but was located at or in close proximity to the unit I had been affiliated with and the position did not require a reduction in grade.

NAME

SSN

SECTION VII - TERMINATION *(Continued)*

- f. If I voluntarily enter on extended active duty in the Active Army, or if I enlist or accept an appointment in a Regular component or another Reserve component for continued service in the SELRES.
- g. If I fail to become DMOSQ within 24 months following an involuntary reassignment to an authorized MOS other than that for which I contracted. When retraining is required as a result of involuntary unit transition and the training is not achieved within the time limit authorized, the Kicker benefits will terminate without recoupment.
- h. If I enter the Active Guard Reserve program in a non critical MOS.
- i. Upon completion of the authorized maximum number of 36 academic months of MGIB-SR basic benefits.
- j. Upon reaching the 10-year delimiting date, except as provided for by the DVA.
- k. If I accept an appointment as a commissioned officer or warrant officer with consecutive assignment to the Sel Res.
- l. If I transfer to Army ROTC Control Group for the purposes of accepting an Army ROTC scholarship under 10 USC 2107.
6. As an officer candidate, if I fail to complete the program or fail to administer the oath of office and am not entitled to Kicker incentives as an enlisted Soldier, I will be terminated from Kicker incentives.
7. If I transfer between the USAR and the ARNGUS, the following rules will apply:
- a. _____ (initial) As a USAR soldier eligible for MGIB-SR Kicker benefits who transfers to the ARNGUS—
- (1) I will continue to receive Kicker benefits according to the DVA policy when a TPU has been affected by unit transition.
- (2) Upon completion of my six year obligation, I will continue to receive Kicker benefits as long as I have not received the maximum 36 academic months of benefits and I have basic MGIB-SR benefits remaining.
- (3) For any reason other than (1) or (2) above, my Kicker benefits will terminate (with recoupment) unless the Chief, National Guard Bureau authorizes continued receipt of Kicker benefits based on my enlistment into the ARNGUS.
- b. _____ As a ARNGUS soldier entitled to the MGIB-SR Kicker benefits who transfers to a USAR Sel Res unit for any reason other than a (1) or a (2) above, my Kicker benefits will terminate (with recoupment) unless the Chief, Army Reserve authorizes continued receipt of Kicker benefits based on my enlistment into the USAR.

SECTION VIII - RECOUPMENT

- 1.. If my eligibility to the MGIB-SR Kicker is terminated for a reason listed in paragraph 1 through 4 of section VII above, I may be subject to recoupment action. The recoupment amount will be calculated as follows:
- a. The number of months served satisfactorily during the term of my enlistment will be multiplied by the proportionate monthly dollar amount (total bonus authorized divided by 72 months).
- b. The product of the above will be subtracted from the total amount of bonus paid to me to date, including initial and subsequent payments.
- c. If the above calculation indicates overpayment to me, I will be required to refund that amount to the U.S. Government. If the calculation indicates I have earned more than I have been paid, I will be paid a final payment in the amount due me.
- d. Any refund made by me will not affect my period of obligation to serve in the ARNGUS or USAR.

NAME

SSN

SECTION VIII – RECOUPMENT *(continued)*

2. If I am in receipt of the MGIB-SR Kicker incentives and lose my eligibility, I will be subjected to recoupment plus interest. If I cannot receive a waiver of recoupment through my service representative (Chief, NGB for the ARNGUS or Chief, Army Reserve for the USAR), I am obligated to repay benefits received through the recoupment process.

3. All debts to the U.S. Government will be submitted for collection from Sel Res members declared unsatisfactory participants when a waiver is not authorized. Delinquent repayment will result in the collection of interest on the remaining balance.

SECTION IX - STATEMENT OF UNDERSTANDING

I have read and understand each of the statements above and have had my questions satisfactorily answered. I understand the statements above are intended to constitute all promises and agreements, whatsoever, concerning my enlistment for MGIB-SR Kicker benefits. Any other representation, or commitments, made to me in connection with my enlistment for the MGIB-SR Kicker has been entered below in my own handwriting, or they are hereby waived. (If none, indicate by writing the word "NONE" below.)

DATE SIGNED

APPLICANT'S SIGNATURE

SSN

TYPED OR PRINTED NAME AND RANK

SECTION X - CERTIFICATION BY SERVICE REPRESENTATIVE

I certify that I have witnessed the reading and signing of the above agreement and the signature appearing above is that of the applicant. I have verified the applicant meets the eligibility requirements of AR 135-7, and the applicant's unit of assignment (section III, para 1a) or MOS (section III, para 1b) is currently eligible, per HQDA annual policy guidance, for the MGIB-SR Kicker. No other promises were made to the applicant as a condition of entitlement to the MGIB-SR Kicker under the Sel Res Incentive Program. I have provided the applicant with a copy of this form.

DATE SIGNED

SIGNATURE OF SERVICE REPRESENTATIVE

TITLE

TYPED OR PRINTED NAME AND RANK
